



UNITED STATES GOVERNMENT
National Labor Relations Board

MEMORANDUM

TO : Les Heltzer, Executive Secretary
National Labor Relations Board

FROM: Claude T. Harrell, Jr., Regional Director
Mary L. Bulls, Regional Attorney
Region 10

SUBJ: United States Postal Service and American Postal Workers Union, Settlement
Stipulation

Cases: 10-CA-77588(P), 10-CA-77593(P), 10-CA-77638(P),
10-CA-77640(P), 10-CA-77645(P), 10-CA-77650(P),
10-CA-77655(P), 10-CA-78075(P)

Category II

Transmittal Memorandum

Pursuant to Section 10164.8 of the Case handling Manual, Region 10 hereby submits this Transmittal Memorandum to the Board as the parties have entered into an all-party Settlement Stipulation (herein Stipulation), and hereby requests that the Board approve the stipulation and enter an Order in accord with the terms and conditions detailed in the stipulation.

On July 26-27, 2012, a hearing was held in the above-captioned matters before Administrative Law Judge, Keltner Locke. On August 29, 2012, Judge Locke issued a Bench Decision (See, Settlement Stipulation, Exhibit C) and Certification in which he found Respondent had unreasonably delayed furnishing information to the Charging Party in violation of Section 8(a) (1) and (5) of the Act as alleged in paragraphs 9(a) through 9(e) of the Complaint (Exhibit B) but had not violated the Act as alleged in paragraph 9(f) of the Complaint. Subsequent to the issuance of Judge Locke's decision, the parties engaged in settlement discussions, which lead to the execution of the stipulation, which the parties signed October 23, 2012.

The stipulation provides a complete remedy to the unfair labor practices alleged in the Complaint, including the routine language ordering Respondent to supply relevant information in a timely fashion. However, given Respondent's propensity to delay and refuse to tender relevant information, under the terms of the stipulation, the following Effective Remedies have been agreed upon: Respondent shall maintain a log at its Decatur facility and the Log shall include information such a brief description of the information, date requested, etc.; managers and supervisors shall complete annual training relative to responding to information requests; Respondent's legal department will conduct semi-annual audits of the Log to ensure compliance; and supervisors and managers who repeatedly fail to properly supply information to the Union shall be subject to discipline. Further, for purposes of settlement, although the Region had initially wanted a state-wide posting, the Respondent agreed to post the Notice at four-hundred-and- thirty-one (431) of its facilities in the State, where members of the Charging Party are employed. Finally, according to the Notice, Respondent "will not in any other manner" interfere with, restrain, or coerce the employees in the exercise of their rights guaranteed by Section 7 rights.

The stipulation, upon application by the Board, affords the Board the option to apply to "any appropriate circuit" for an Order of enforcement. At this point, Respondent has not complied with any terms of the stipulation.

Inasmuch as the Order provided in the Stipulation provides a full remedy for the violations of the Act alleged, we recommend its approval.

The parties contact information is set forth below


CTH

APWU and its North Alabama Affiliate Area Local 359
Attn: Mr. Raymond Allen, Shop Steward
4203 Holmes Avenue
Huntsville, AL 35816-4128
256-656-8142 (telephone)
256-351-6269 (fax)
No email address

Roderick D. Eves, Attorney Law Department
NLRB United States Postal Service
1720 Market Street, Room 2400
St. Louis, MO 63155-9948
314-345-5864 (tele)
314-345-5893(fax)
Roderick.d.eves@usps.gov

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 10

UNITED STATES POSTAL SERVICE

and

Cases 10-CA-77588(P)
10-CA-77593(P)
10-CA-77638(P)
10-CA-77640(P)
10-CA-77645(P)
10-CA-77650(P)
10-CA-77655(P)
10-CA-78075(P)

AMERICAN POSTAL WORKERS UNION,
AFL-CIO, NORTH ALABAMA AREA LOCAL 359

SETTLEMENT STIPULATION

I. INTRODUCTION

Through this formal settlement stipulation, the parties to this proceeding, United States Postal Service (Respondent), American Postal Workers Union, AFL-CIO, North Alabama Area Local 359, (Charging Party), and Counsel for the Acting General Counsel of the National Labor Relations Board, agree that upon approval of this stipulation by the Board, a Board Order in conformity with its terms will issue, and a court judgment enforcing the Order will be entered.

The parties agree to the following:

II. JURISDICTION

1. Respondent is and has been, at all times material herein, an independent establishment of the Executive Branch of the Government of the United States and operates various facilities throughout the United States in the performance of its basic function to provide postal services to the Nation, including its facility located at 400 Well Street NE, Decatur, Alabama, 35601, herein called Respondent's Decatur, Alabama facility, the facility involved in this settlement and the underlying proceedings.

2. Respondent is now, and has been at all material times, an entity subject to the Board's jurisdiction by virtue of the Postal Reorganization Act (the PRA), 39 U.S.C. Section 1209.

III. LABOR ORGANIZATION STATUS

At all material times, Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

IV. PROCEDURE

1. FILING AND RECEIPT OF CHARGES:

<i>Case No.</i>	<i>Date Filed</i>	<i>Date Served</i>
10-CA-77588P	3/28/2012	3/28/2012
10-CA-77593P	3/28/2012	3/28/2012
10-CA-77638P	3/28/2012	3/29/2012
10-CA-77640P	3/28/2012	3/29/2012

10-CA-77645P	3/28/2in 012	3/29/2012
10-CA-77650P	3/28/2012	3/29/2012
10-CA-77655P	3/28/2012	3/29/2012
10-CA-78075P	4/4/2012	4/4/2012

Respondent acknowledges receipt of the charges.

2. ISSUANCE OF COMPLAINT: On May 31, 2012, the Regional Director for Region 10 of the Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (hereafter called the Complaint) in the cases set forth in the table above, alleging that Respondent violated the National Labor Relations Act. Respondent and Charging Party each acknowledge receipt of a copy of the Complaint, which was served by certified and regular mail on May 31, 2012.

3. RESPONDENT'S ANSWER: On June 14, 2012, Respondent filed its answer to the Complaint.

4. HEARING: On July 26-27, 2012, a hearing was held before Administrative Law Judge, Keltner Locke. Gregory Powell, Esq., appeared on behalf of the Acting General Counsel, Steven Coney, Esq., appeared on behalf of the Respondent, and Raymond Allen appeared on behalf of the Charging Party.

5. BENCH DECISION AND CERTIFICATION: On August 29, 2012, Administrative Law Judge Keltner Locke, issued a Bench Decision and Certification in which he found Respondent had unreasonably delayed furnishing information to the

Charging Party in violation of Section 8(a)(1) and (5) of the Act as alleged in paragraphs 9(a) through 9(e) of the Complaint but had not violated the Act as alleged in paragraph 9(f) of the Complaint.

6. MOTION TO REMAND: On September 28, 2012, Respondent and Counsel for the Acting General Counsel submitted to the Board a Joint Motion to Remand Cases to the region as Respondent and Counsel for the Acting General Counsel desired to enter into a formal settlement to resolve these matters. Charging Party did not oppose the motion. The Board has not, as yet, ruled on the Motion to Remand.

7. INTENT OF THE PARTIES: By entering into this Settlement Stipulation, Respondent, Charging Party and Counsel for the Acting General Counsel agree to and adopt the findings in the Bench Decision and Certification with respect to paragraphs 9(a) through 9(f) of the Complaint. However, it is the intent of Respondent, Charging Party and Counsel for the Acting General Counsel that the recommended affirmative action provisions of the Bench Decision and Certification have no force or effect and that the Board issue an Order pursuant to the terms of this Settlement Stipulation in lieu of the affirmative action provisions recommended by the Administrative Law Judge.

8. WAIVER: All parties waive the following: (a) filing of exceptions and briefs to the Bench Decision and Certification; (b) oral argument before the Board; (c) the making of findings of fact and conclusions of law by the Board; and (d) all other proceedings to which the parties may be entitled under the Act or the Board's Rules and Regulations.

9. THE RECORD: The entire record in this matter consists of the following documents: the instant settlement stipulation; the charges; and the Complaint and the

August 29, 2012, Bench Decision and Certification of Administrative Law Judge Keltner Locke. Copies of the charges, the Complaint and the Bench Decision and Certification are attached as Exhibits A, B, and C respectively.

10. ENTIRE AGREEMENT: This settlement stipulation constitutes the entire agreement between the parties and there is no agreement of any kind, verbal or otherwise, that alters or adds to it.

11. SCOPE OF THE STIPULATION AND RESERVATION OF EVIDENCE: This settlement stipulation settles only the allegations in the above-captioned cases and does not constitute a settlement of any other cases or matters. It does not preclude persons from filing charges, the Acting General Counsel from prosecuting complaints or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this settlement stipulation, regardless of whether those matters are known to the Acting General Counsel or are readily discoverable. The Acting General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other cases, and a judge, the Board, and the courts may make findings of fact and/or conclusions of law with respect to that evidence.

12. EFFECTIVE DATE: This settlement stipulation is subject to the approval of the Board and it does not become effective until the Board has approved it. The Regional Director will file with the Board this settlement stipulation and the documents constituting the record as described above. Once the Board has approved the

settlement stipulation, Respondent will promptly comply with the provisions of the order as set forth below.

13. STRICT ENFORCEMENT: Failure of any party to this settlement stipulation to require strict compliance with its terms in any particular instance(s) shall not be deemed a waiver of compliance in any future instance(s).

V. ORDER

Based on this record as described above, and without further notice of proceedings, herein, the Board may forthwith enter an order providing as follows:

The Respondent, United States Postal Service, 400 Well Street, NE, Decatur,

- Alabama, its officers, agents, and representatives, shall:

(a) Cease and desist from:

i. Refusing to furnish information to the Charging Party or unduly delaying furnishing information to the Charging Party which is the exclusive collective-bargaining representative of the employees in the following appropriate bargaining unit:

All maintenance employees, motor vehicle employees, postal clerks, mail equipment shops employees, material distribution centers employees, operating services and facilities services employees, excluding managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined by Public Law 91-375, 1201(2), all postal inspection service employees, employees in the supplemental work force as defined in Article 7, rural letter carriers, mail handlers or letter carriers.

ii. In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

(b) Take the following affirmative action necessary to effectuate the policies of the Act:

i. Upon request provide Charging Party with relevant information in a timely and appropriate manner.

ii. Each information request tendered by the Charging Party, orally or in writing, shall be recorded in a log at the postal facility in Respondent's Decatur, Alabama, facility. The log shall include the following information: a brief description of the information requested, the name of the individual who is making the request, the name of the supervisor who received the request, the date the request was made, and the date that Respondent's manager or supervisor provided the Charging Party with the requested information. If the manager or supervisor, having reviewed the documents requested, believes that the Respondent will need additional time, the manager or supervisor will inform the Charging Party in writing, requesting additional time and explaining the need for the additional time.

iii. Each manager and supervisor at Respondent's Decatur, Alabama, facility will receive annual training which encompasses how to maintain the log, and how to tender the relevant information requested by the Charging Party; each supervisor and manager will sign an acknowledgment form

attesting to the fact that he or she has completed said training. A copy of this acknowledgement form shall be maintained in the supervisor or manager's training and history files. Union stewards will be granted access to the Log, upon request. Supervisors or managers who fail to reasonably supply relevant information to the Charging Party will have this fact mentioned in the "corrective action" column of the semi-annual audit report provided to the district manager and district manager of human resources. A repeated violation could lead to discipline of said supervisor or manager.

iv. Respondent's legal department and its labor relations department shall conduct semi-annual audits of the logs at Respondent's Decatur, Alabama, facility to ensure that the information requested by the Charging Party is being handled in a timely and appropriate manner, and to ensure the logs are being properly maintained. Following the audit, the legal department shall tender, in writing, a written report that will be forwarded to the district manager and district manager of human resources.

v. Within 14 days after service by the Region, post at its Decatur, Alabama, facility, 400 Well Street NE, Decatur, Alabama, and at its approximately four hundred thirty-one (431) postal facilities located in the State of Alabama, where the Charging Party's bargaining unit members are employed, copies of the attached notice marked "Appendix 1."¹ Copies of the notice, on forms provided by the Regional Director for Region 10, after

¹ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

being signed by Respondent's authorized representative, shall be posted by Respondent in each of its Alabama facilities and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. The manager in each facility will be electronically mailed the Board's official notice by Respondent. Upon receipt of the notice, each manager will record the date said notice was received and the date on which the notices were posted at the facility. Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. In the event, during the pendency of these proceedings, Respondent has gone out of business or closed any of the facilities involved in these proceedings, Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Respondent since July 5, 2011.

vi. Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply. The Regional Director shall be supplied a copy of the documents signed by the district manager of labor relations, attesting to the dates that the notices were received at each facility, and the dates that the notices were posted.

VI. ENFORCEMENT OF ORDER

The United States Court of Appeals for any appropriate circuit may, on application by the Board, enter its judgment enforcing the Order of the Board in the form set forth above. Respondent waives all defenses to the entry of the judgment, including

compliance with the Order of the Board and its right to receive notice of the filing of an application for the entry of such judgment, provided that the judgment is in the words set forth above. However, Respondent shall be required to comply with the affirmative provisions of the Board's Order after entry of the judgment only to the extent that it has not already done so.

UNITED STATES POSTAL SERVICE

BY:  DATE: October 23, 2012
Rod Eves, Deputy Managing Counsel

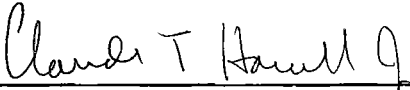
AMERICAN POSTAL WORKERS UNION, AFL-CIO, North Alabama Area Local 359

BY: _____ DATE: _____
Raymond Allen, Shop Steward

Approval recommended:

Gregory Powell, Attorney
Counsel for the General Counsel

Approved:

 DATE: 10/23/2012
Claude T. Harrell Jr., Regional Director
Region 10

Appendix 1

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT fail and refuse to furnish or unduly delay furnishing information requested by the American Postal Workers Union, AFL-CIO, that is necessary for and relevant to the Union's performance of its duties as the exclusive collective bargaining representative of the following appropriate bargaining unit:

All maintenance employees, motor vehicle employees, postal clerks, mail equipment shops employees, material distribution centers employees, operating services and facilities services employees, excluding managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined by Public Law 91-375, 1201(2), all postal inspection service employees, employees in the supplemental work force as defined in Article 7, rural letter carriers, mail handlers or letter carriers.

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

UNITED STATES POSTAL SERVICE

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal Agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to an agent with the Board's Regional Office set forth below. You may also obtain information from the Board's Web site: www.nlrb.gov.

233 Peachtree Street, N.E.
Harris Tower, Suite 1000
Atlanta, Georgia 30303

Telephone: (404) 331-2896
Hours of Operation: 8:00 a.m. to 4:30 p.m.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 10**

UNITED STATES POSTAL SERVICE

and

**Cases 10-CA-77588(P)
10-CA-77593(P)
10-CA-77638(P)
10-CA-77640(P)
10-CA-77845(P)
10-CA-77850(P)
10-CA-77855(P)
10-CA-78075(P)**

**AMERICAN POSTAL WORKERS UNION,
AFL-CIO, NORTH ALABAMA AREA LOCAL 359**

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The parties agree to the following:

II. JURISDICTION

1. Respondent is and has been, at all times material herein, an independent establishment of the Executive Branch of the Government of the United States and operates various facilities throughout the United States in the performance of its basic function to provide postal services to the Nation, including its facility located at 400 Wall Street NE, Decatur, Alabama, 35601, herein called Respondent's Decatur, Alabama facility, the facility involved in this settlement and the underlying proceedings.

2. Respondent is now, and has been at all material times, an entity subject to the Board's jurisdiction by virtue of the Postal Reorganization Act (the PRA), 39 U.S.C. Section 1209.

III. LABOR ORGANIZATION STATUS

At all material times, Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

IV. PROCEDURE

1. FILING AND RECEIPT OF CHARGES

Case No.	Date Filed	Date Served
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10-CA-77589P	3/28/2012	3/28/2012
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10-CA-77640P	3/28/2012	3/28/2012

10-CA-77645P	3/28/2012	3/28/2012
10-CA-77650P	3/28/2012	3/28/2012
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2. ISSUANCE OF COMPLAINT: On May 31, 2012, the Regional Director for Region 10 of the Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (hereafter called the Complaint) in the cases set forth in the table above, alleging that Respondent violated the National Labor Relations Act. Respondent and Charging Party each acknowledge receipt of a copy of the Complaint, which was served by certified and regular mail on May 31, 2012.

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Charging Party in violation of Section 8(a)(1) and (8) of the Act as alleged in paragraphs 9(a) through 9(e) of the Complaint but had not violated the Act as alleged in paragraph 9(f) of the Complaint.

6. MOTION TO REMAND: On September 28, 2012, Respondent and Counsel for the Acting General Counsel submitted to the Board a Joint Motion to Remand Cases to the region as Respondent and Counsel for the Acting General Counsel desired to enter into a formal settlement to resolve these matters. Charging Party did not oppose the motion. The Board has not, as yet, ruled on the Motion to Remand.

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8. WAIVER: All parties waive the following: (a) filing of exceptions and briefs to the Bench Decision and Certification; (b) oral argument before the Board; (c) the making of findings of fact and conclusions of law by the Board; and (d) all other proceedings to which the parties may be entitled under the Act or the Board's Rules and Regulations.

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12. EFFECTIVE DATE: This settlement stipulation is subject to the approval of the Board and it does not become effective until the Board has approved it. The Regional Director will file with the Board this settlement stipulation and the documents constituting the record as described above. Once the Board has approved the

settlement stipulation, Respondent will promptly comply with the provisions of the order as set forth below.

13. **STRICT ENFORCEMENT**: Failure of any party to this settlement stipulation to require strict compliance with its terms in any particular instance(s) shall not be deemed a waiver of compliance in any future instance(s).

V. ORDER

Based on this record as described above, and without further notice of proceedings, herein, the Board may forthwith enter an order providing as follows:

The Respondent, United States Postal Service, 400 Well Street, NE, Decatur,

- Alabama, its officers, agents, and representatives, shall:

(a) Cease and desist from:

1. Refusing to furnish information to the Charging Party or unduly delaying furnishing information to the Charging Party which is the exclusive collective-bargaining representative of the employees in the following appropriate bargaining unit:

All maintenance employees, motor vehicle employees, postal clerks, mail equipment shops employees, material distribution centers employees, operating services and facilities services employees, excluding managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined by Public Law 91-375, 1201(2), all postal inspection service employees, employees in the supplemental work force as defined in Article 7, rural letter carriers, mail handlers or letter carriers.

ii. In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

(b) Take the following affirmative action necessary to effectuate the policies of the Act:

i. Upon request provide Charging Party with relevant information in a timely and appropriate manner.

ii. Each information request tendered by the Charging Party, orally or in writing, shall be recorded in a log at the postal facility in Respondent's Decatur, Alabama, facility. The log shall include the following information: a brief description of the information requested, the name of the individual who is making the request, the name of the supervisor who received the request, the date the request was made, and the date that Respondent's manager or supervisor provided the Charging Party with the requested information. If the manager or supervisor, having reviewed the documents requested, believes that the Respondent will need additional time, the manager or supervisor will inform the Charging Party in writing, requesting additional time and explaining the need for the additional time.

iii. Each manager and supervisor at Respondent's Decatur, Alabama, facility will receive annual training which encompasses how to maintain the log, and how to tender the relevant information requested by the Charging Party; each supervisor and manager will sign an acknowledgment form

attesting to the fact that he or she has completed said training. A copy of this acknowledgement form shall be maintained in the supervisor or manager's training and history files. Union stewards will be granted access to the Log, upon request. Supervisors or managers who fail to reasonably supply relevant information to the Charging Party will have this fact mentioned in the "corrective action" column of the semi-annual audit report provided to the district manager and district manager of human resources. A repeated violation could lead to discipline of said supervisor or manager.

iv. Respondent's legal department and its labor relations department shall conduct semi-annual audits of the logs at Respondent's Decatur, Alabama, facility to ensure that the information requested by the Charging Party is being handled in a timely and appropriate manner, and to ensure the logs are being properly maintained. Following the audit, the legal department shall tender, in writing, a written report that will be forwarded to the district manager and district manager of human resources.

v. Within 14 days after service by the Region, post at its Decatur, Alabama, facility, 400 Well Street NE, Decatur, Alabama, and at its approximately four hundred thirty-one (431) postal facilities located in the State of Alabama, where the Charging Party's bargaining unit members are employed, copies of the attached notice marked "Appendix 1."¹ Copies of the notice, on forms provided by the Regional Director for Region 10, after

¹ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

being signed by Respondent's authorized representative, shall be posted by Respondent in each of its Alabama facilities and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. The manager in each facility will be electronically mailed the Board's official notice by Respondent. Upon receipt of the notice, each manager will record the date said notice was received and the date on which the notices were posted at the facility. Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. In the event, during the pendency of these proceedings, Respondent has gone out of business or closed any of the facilities involved in these proceedings, Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Respondent since July 5, 2011.

vi. Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply. The Regional Director shall be supplied a copy of the documents signed by the district manager of labor relations, attesting to the dates that the notices were received at each facility, and the dates that the notices were posted.

VI. ENFORCEMENT OF ORDER

The United States Court of Appeals for any appropriate circuit may, on application by the Board, enter its judgment enforcing the Order of the Board in the form set forth above. Respondent waives all defenses to the entry of the judgment, including

compliance with the Order of the Board and its right to receive notice of the filing of an application for the entry of such judgment, provided that the judgment is in the words set forth above. However, Respondent shall be required to comply with the affirmative provisions of the Board's Order after entry of the judgment only to the extent that it has not already done so.

UNITED STATES POSTAL SERVICE

BY: [Signature] DATE: October 23, 2012
Rod Eves, Deputy Managing Counsel

AMERICAN POSTAL WORKERS UNION, AFL-CIO, North Alabama Area Local 388

BY: Raymond Allen DATE: October 23 2012
Raymond Allen, Shop Steward

Approval recommended:
[Signature] DATE: 23 October 2012
Gregory Powell, Attorney
Counsel for the General Counsel

Approved:

Claude T. Harrell Jr. DATE: 10/23/2012
Claude T. Harrell Jr., Regional Director
Region 10

Appendix 1

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT fail and refuse to furnish or unduly delay furnishing information requested by the American Postal Workers Union, AFL-CIO, that is necessary for and relevant to the Union's performance of its duties as the exclusive collective bargaining representative of the following appropriate bargaining unit:

All maintenance employees, motor vehicle employees, postal clerks, mail equipment shops employees, material distribution centers employees, operating services and facilities services employees, excluding managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined by Public Law 91-375, 1201(2), all postal inspection service employees, employees in the supplemental work force as defined in Article 7, rural letter carriers, mail handlers or letter carriers.

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

UNITED STATES POSTAL SERVICE

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal Agency created in 1936 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to an agent with the Board's Regional Office set forth below. You may also obtain information from the Board's Web site: www.nlr.gov.

235 Peachtree Street, N.E.
Harris Tower, Suite 1000
Atlanta, Georgia 30303

Telephone: (404) 331-2886
Hours of Operation: 8:00 a.m. to 4:30 p.m.

Formal Settlement Stipulation
Case 10-CA-077522(P), et al

Page 11 of 11

Exhibit A (the underlying charges) to Settlement Stipulation in Cases

10-CA-77588(P)

10-CA-77593(P)

10-CA-77638(P)

10-CA-77640(P)

10-CA-77645(P)

10-CA-77650(P)

10-CA-77655(P)

10-CA-78075(P)

MAR-28-2012 11:51

FORM NLRB-501
(11-88)

P. 02

FORM EXEMPT UNDER 44 U.S.C. 3512

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
10-CA-077588(P)	3-28-2012

INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer United States Postal Service		b. Number of workers employed
c. Address (street, city, state, ZIP code) 400 Wall Street NE Decatur, AL 35602	d. Employer Representative Jane Harper- Post Master Brandlee Shadden	e. Telephone No. 256-355-1828
f. Type of Establishment (factory, mine, wholesaler, etc.) mail service	g. Identify principal product or service delivers residential and commercial mail	

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

During the past six months, the above-named Employer has failed and refused to bargain in good faith with the Union by refusing to provide relevant and necessary requested information as follows:

1. Date of the request: 29 September 2011
2. Name and title of the person requesting the information: Ray Allen, Shop Steward
3. Name and title of the person to whom the information request was submitted: Supervisor Brandlee Shadden and Post Master Jane Harper
4. Was the request made orally or in writing? in writing
5. Describe generally the requested information that has not been provided: copy of all clerk jobs currently filled (bided on) and vacant (open).
6. Explain the reason for the request: grievance processing.

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full name of party filing charge (if labor organization, give full name, including Local name and number)
North Alabama Area Local - American Postal Workers Union, AFL-CIO

4. Address (Street and number, city state and ZIP code) 4302 Holmes Avenue NW Huntsville, AL 35816	4b. Telephone No. 256-656-8142 Fax No.
5. Name of national or international labor organization of which it is an affiliate or constituent unit (When charge is filed by a labor organization) North Alabama Area Local - American Postal Workers Union, AFL-CIO	

B. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By: Ray Allen
(Signature of representative or person making charge)Shop Steward
(Title if any)

(same as above)

(Address)

(same as above)

(Telephone No.)

* 3-28-12

(Date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

MAR-28-2012 11:51

P. 03

FORM NLRB-601
(11-88)

FORM EXEMPT UNDER 44 U.S.C. 3512

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 10-CA-077593(P)	Date Filed 3-28-2012

INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer United States Postal Service	b. Number of workers employed	
c. Address (street, city, state, ZIP code) 400 Well Street NE Decatur, AL 35602	d. Employer Representative Jane Harper, Post Master Brandlee Shadden	e. Telephone No. 256-356-1628
f. Type of Establishment (factory, mine, wholesaler, etc.) mail service	g. Identify principal product or service delivers residential and commercial mail	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
<p>During the past six months, the above-named Employer has failed and refused to bargain in good faith with the Union by refusing to provide relevant and necessary requested information as follows:</p> <p>1. Date of the request: 29 September 2011</p> <p>2. Name and title of the person requesting the information: Ray Allen, Shop Steward</p> <p>3. Name and title of the person to whom the information request was submitted: Supervisor Brandlee Shadden and Post Master Jane Harper</p> <p>4. Was the request made orally or in writing? In writing</p> <p>5. Describe generally the requested information that has not been provided: A copy of all investigative interviews taken concerning clerks for the past 6 months.</p> <p>6. Explain the reason for the request: grievance processing.</p>		
By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.		
3. Full name of party filing charge (If labor organization, give full name, including Local name and number) North Alabama Area Local - American Postal Workers Union, AFL-CIO		
4. Address (Street and number, city state and ZIP code) 4302 Holmes Avenue NW Huntsville, AL 35818	4b. Telephone No. 256-656-8142 Fax No.	
5. Name of national or international labor organization of which it is an affiliate or constituent unit (When charge is filed by a labor organization) North Alabama Area Local - American Postal Workers Union, AFL-CIO		
6. DECLARATION		
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
by: <u>Ray Allen</u> (Signature of representative or person making charge)		Shop Steward (Title if any)
(same as above) (Address)	(same as above) (Telephone No.)	<u>3/28/12</u> (Date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3012

DO NOT WRITE IN THIS SPACE	
Case 10-CA-077640(P)	Date Filed 3-28-2012

INSTRUCTIONS

File in original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer United States Postal Service		b. Number of workers employed
c. Address (street, city, state, ZIP code) 400 Well Street NE Decatur, AL 35602	d. Employer Representative Jane Harper- Post Master Brandlee Shadden	e. Telephone No. 256-355-1828
f. Type of Establishment (factory, mine, wholesaler, etc.) mail service	g. Identify principal product or service delivers residential and commercial mail	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
<p>During the past six months, the above-named Employer has failed and refused to bargain in good faith with the Union by refusing to provide relevant and necessary requested information as follows:</p> <p>1. Date of the request: 5 December 2011</p> <p>2. Name and title of the person requesting the information: Ray Allen, Shop Steward</p> <p>3. Name and title of the person to whom the information request was submitted: Supervisor Brandlee Shadden and Post Master Jane Harper</p> <p>4. Was the request made orally or in writing? In writing</p> <p>5. Describe generally the requested information that has not been provided: PSE's clock rings beginning from 4 November 2011 to 5 December 2011.</p> <p>6. Explain the reason for the request: grievance processing.</p>		
By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.		
3. Full name of party filing charge (If labor organization, give full name, including Local name and number) North Alabama Area Local - American Postal Workers Union, AFL-CIO		
4. Address (Street and number, city state and ZIP code) 4302 Holmes Avenue NW Huntsville, AL 35816		4b. Telephone No. 256-656-0142 Fax No.
5. Name of national or international labor organization of which it is an affiliate or constituent unit (When charge is filed by a labor organization) North Alabama Area Local - American Postal Workers Union, AFL-CIO		
6. DECLARATION		
(I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By: <u>Ray Allen</u> (Signature of representative or person making charge)		Shop Steward (Title if any)
(same as above) (Address)	(same as above) (Telephone No.)	X 3/28/12 (Date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 49 U.S.C. 3512

DO NOT WRITE IN THIS SPACE	
Case 10-CA-077650(P)	Date Filed 3-28-2012

INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practices occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer United States Postal Service		b. Number of workers employed
c. Address (street, city, state, ZIP code) 400 Well Street NE Decatur, AL 35602	d. Employer Representative Jane Harper- Post Master Brandlee Shadden	e. Telephone No. 256-356-1028
f. Type of Establishment (factory, mine, wholesaler, etc.) mail service	g. Identify principal product or service delivers residential and commercial mail	

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

During the past six months, the above-named Employer has failed and refused to bargain in good faith with the Union by refusing to provide relevant and necessary requested information as follows:

1. Date of the request: 13 January 2012
2. Name and title of the person requesting the information: Ray Allen, Shop Steward
3. Name and title of the person to whom the information request was submitted: Supervisor Brandlee Shadden and Post Master Jane Harper
4. Was the request made orally or in writing? In writing
5. Describe generally the requested information that has not been provided: Copy of Form 1723 showing Pat Shadden in a higher level (204 B) since she has worked in Decatur.
6. Explain the reason for the request: grievance processing.

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full name of party filing charge (if labor organization, give full name, including Local name and number)
North Alabama Area Local - American Postal Workers Union, AFL-CIO

4. Address (Street and number, city state and ZIP code) 4302 Holmes Avenue NW Huntsville, AL 35816	4b. Telephone No. 256-656-8142 Fax No.
5. Name of national or international labor organization of which it is an affiliate or constituent unit (When charge is filed by a labor organization) North Alabama Area Local - American Postal Workers Union, AFL-CIO	

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By: R Allen Shop Steward
(Signature of representative or person making charge) (Title if any)

(same as above) (same as above) X 3-28-12
(Address) (Telephone No.) (Date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

(77645)

FORM EXEMPT UNDER 44 U.S.C. 3012

DO NOT WRITE IN THIS SPACE	
Case 10-CA-07745(P)	Date Filed 3-28-2012

INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer United States Postal Service	b. Number of workers employed	
c. Address (street, city, state, ZIP code) 400 Wall Street NE Decatur, AL 35602	d. Employer Representative Jane Harper- Post Master Brandice Shadden	e. Telephone No. 256-356-1628
f. Type of Establishment (factory, mine, wholesaler, etc.) mail service	g. Identify principal product or service delivers residential and commercial mail	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practice)		
<p>During the past six months, the above-named Employer has failed and refused to bargain in good faith with the Union by refusing to provide relevant and necessary requested information as follows:</p> <p>1. Date of the request: 3 January 2012</p> <p>2. Name and title of the person requesting the information: Ray Allen, Shop Steward</p> <p>3. Name and title of the person to whom the information request was submitted: Supervisor Brandice Shadden and Post Master Jane Harper</p> <p>4. Was the request made orally or in writing? in writing</p> <p>5. Describe generally the requested information that has not been provided: Documents showing why Ray Holland was placed on restrictive sick leave; a list of all employees who have been placed on restrictive sick leave for the past 90 days; list of all employees who were out on sick leave for 3 days during the last 90 days.</p> <p>6. Explain the reason for the request: grievance processing.</p>		
By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.		
3. Full name of party filing charge (if labor organization, give full name, including Local name and number) North Alabama Area Local - American Postal Workers Union, AFL-CIO		
4. Address (Street and number, city state and ZIP code) 4302 Holmes Avenue NW Huntsville, AL 35818	4b. Telephone No. 256-656-9742 Fax No.	
5. Name of national or international labor organization of which it is an affiliate or constituent unit (When charge is filed by a labor organization) North Alabama Area Local - American Postal Workers Union, AFL-CIO		
6. DECLARATION		
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By: <u>Ray Allen</u> (Signature of representative or person making charge)	Shop Steward (Title if any)	
(same as above) (Address)	(same as above) (Telephone No.)	X 3-28-12 (Date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 10-CA-077655(P)	Date Filed 3-28-2012

INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practices occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer United States Postal Service		b. Number of workers employed
c. Address (street, city, state, ZIP code) 400 Wall Street NE Decatur, AL 35602	d. Employer Representative Jane Harper- Post Master Brandlee Shadden	e. Telephone No. 256-355-1020
f. Type of Establishment (factory, mine, wholesaler, etc.) mail service	g. Identify principal product or service delivers residential and commercial mail.	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
<p>During the past six months, the above-named Employer has failed and refused to bargain in good faith with the Union by refusing to provide relevant and necessary requested information as follows:</p> <ol style="list-style-type: none"> 1. Date of the request: 13 January 2012 2. Name and title of the person requesting the information: Ray Allen, Shop Steward 3. Name and title of the person to whom the information request was submitted: Supervisor Brandlee Shadden and Post Master Jane Harper 4. Was the request made orally or in writing? in writing 5. Describe generally the requested information that has not been provided: Copy of Pat Shadden's time card/clock rings for the past 14 months showing time worked while in Decatur P.O. 6. Explain the reason for the request: grievance processing. 		
By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.		
3. Full name of party filing charge (if labor organization, give full name, including Local name and number) North Alabama Area Local - American Postal Workers Union, AFL-CIO		
4. Address (Street and number, city state and ZIP code) 4302 Holmes Avenue NW Huntsville, AL 35810		4b. Telephone No. 256-656-8142 Fax No.
5. Name of national or international labor organization of which it is an affiliate or constituent unit (When charge is filed by a labor organization) North Alabama Area Local - American Postal Workers Union, AFL-CIO		
6. DECLARATION		
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By: <u>R Allen</u> (Signature of representative or person making charge)		Shop Steward (Title if any)
(same as above)	(same as above)	X 3/28/12
(Address)	(Telephone No.)	(Date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

APR-04-2012 10:29

P.03

FORM NLRB-801
(11-88)

FORM EXEMPT UNDER 44 U.S.C. 3512

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 10-CA-078075(P)	Date Filed 4-4-2012

INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer United States Postal Service		b. Number of workers employed
c. Address (street, city, state, ZIP code) 400 Wall Street NE, Decatur, AL 35601	d. Employer Representative Brandles Madden, Post Master Jane Halper	e. Telephone No. 256-358-1828
f. Type of Establishment (factory, mine, wholesaler, etc.) mail service	g. Identify principal product or service delivers residential and commercial mail	

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

During the past six months, the above-named Employer has failed and refused to bargain in good faith with the Union by refusing to provide relevant and necessary requested information as follows:

1. Date of the request: March 4, 2012
2. Name and title of the person requesting the information: Union Steward Ray Allen
3. Name and title of the person to whom the information request was submitted: Customer Service Supervisor Brandles Shadden
4. Was the request made orally or in writing? in writing

5. Describe generally the requested information that has not been provided:

- a. copies of job postings for Job ID's (FY 09) 95404809, 95298606, 95160386, and (FY07) 95088761
- b. copies of all clerk bids for jobs listed
- c. copies of paperwork showing when jobs were posted
- d. copies of paperwork showing the dates jobs were removed from employee board
- e. copies showing any unsuccessful bidders
- f. copies of paperwork showing when jobs were first posted
- g. copies of paperwork showing who held these jobs and when the jobs were vacated by same employees
- h. Copies of M. Gilreath, G. Gilbreath, and S. Rankins paperwork removing them from their jobs in April 2011
- i. Copies of paperwork removing above named individuals from their assignments in December 2011
- j. Copies of NTFT Jobs posed showing date of posting
- k. Copies of NTFT Jobs posed showing date removed
- l. Copy of all job bids for NTFT Posting
- m. Copy of Ginger Gilreath, Mark Gilreath, and Howard Rankins original jobs that they held.

6. Explain the reason for the request: contract administration and grievance processing.

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

3 Full name of party filing charge (If labor organization, give full name, including Local name and number)

American Postal Workers Union, AFL-CIO, Local 359

4. Address (Street and number, city state and ZIP code)
4302 Holmes Avenue, Huntsville, AL 358184b. Telephone No.
256-656-8142
Fax No. 256-351-8289

5. Name of national or international labor organization of which it is an affiliate or constituent unit (When charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By: Ray Allen
(Signature of representative or person making charge)Shop Steward
(Title if any)

(same as above)

(Address)

(same as above)

(Telephone No.)

(Date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)



American Postal Workers Union, AFL-CIO

INFORMATION
REQUEST

CLASS ACTION OR PERSON (Last Name First) Allen, Raymond NAAL APWU		NATURE OF ALLEGATION Improper posting																																																													
TO: Brandlee Shadden		TITLE: Customer Care Supervisor																																																													
FROM Raymond Allen		TITLE: Union Steward, NAAL APWU																																																													
SUBJECT: REQUEST FOR INFORMATION AND DOCUMENTATION RELATIVE TO PROCESSING A GRIEVANCE																																																															
<p>We request that the following documents and / or witnesses be made available to us in order to properly identify whether or not a grievance does exist and, if so, their relevancy to the grievance:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 10%; text-align: center;">Information Provided?</th> <th style="width: 5%; text-align: center;">Yes</th> <th style="width: 5%; text-align: center;">No</th> </tr> </thead> <tbody> <tr> <td>1. <u>Copies of Original job postings for Job ID's (FY 09) 95404809, 95298509, 95160386, and (FY 07) 95096761</u></td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> </tr> <tr> <td>2. <u>Copies of all clerk bids for jobs listed</u></td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> </tr> <tr> <td>3. <u>Copies of paperwork showing when jobs were posted</u></td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> </tr> <tr> <td>4. <u>Copies of paperwork showing the dates jobs were removed from employee board</u></td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> </tr> <tr> <td>5. <u>Copies showing any unsuccessful bidders</u></td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> </tr> <tr> <td>6. <u>Copies of paperwork showing when jobs were first posted</u></td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> </tr> <tr> <td>7. <u>Copies of paperwork showing who held these jobs and when the jobs were vacated by same employees</u></td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> </tr> <tr> <td>8. <u>Copies of M. Gilreath, G Gilbreath, and S Rankins paperwork removing them from their jobs in April of 2011</u></td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> </tr> <tr> <td>9. <u>Copies of paperwork removing above named individuals from their assignments in December of 2011.</u></td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> </tr> <tr> <td>10. <u>Copies of NTFT Jobs posted showing date of posting</u></td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> </tr> <tr> <td>11. <u>Copies of NTFT Jobs posted showing date removed</u></td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> </tr> <tr> <td>12. <u>Copies of all job bids for NTFT Posting</u></td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> </tr> <tr> <td>13. <u>Copy of Ginger Gilreaths, Mark Gilreath and Howard Rankins original jobs that they held.</u></td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> </tr> <tr> <td>14. _____</td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> <td style="text-align: center;">()</td> </tr> </tbody> </table> <p>NOTE: Article 17, Section 3 requires the Employer to provide for review all documents, files, and other records necessary in processing a grievance. Article 31, Section 3, requires that the Employer make available for inspection by the Unions all relevant information necessary for Collective bargaining or the enforcement, administration or interpretation of this Agreement. Under 8 a (5) of the National Labor Relations Act it is an Unfair Labor Practice for the Employer to fail to supply relevant information for the purpose of collective bargaining. Grievance processing is an extension of the collective bargaining process.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <input type="checkbox"/> REQUEST APPROVED </div> <div style="width: 45%;"> <input type="checkbox"/> REQUEST DENIED </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;"> _____ DATE </div> <div style="width: 45%; text-align: center;"> _____ SIGNED </div> </div>					Information Provided?	Yes	No	1. <u>Copies of Original job postings for Job ID's (FY 09) 95404809, 95298509, 95160386, and (FY 07) 95096761</u>	()	()	()	2. <u>Copies of all clerk bids for jobs listed</u>	()	()	()	3. <u>Copies of paperwork showing when jobs were posted</u>	()	()	()	4. <u>Copies of paperwork showing the dates jobs were removed from employee board</u>	()	()	()	5. <u>Copies showing any unsuccessful bidders</u>	()	()	()	6. <u>Copies of paperwork showing when jobs were first posted</u>	()	()	()	7. <u>Copies of paperwork showing who held these jobs and when the jobs were vacated by same employees</u>	()	()	()	8. <u>Copies of M. Gilreath, G Gilbreath, and S Rankins paperwork removing them from their jobs in April of 2011</u>	()	()	()	9. <u>Copies of paperwork removing above named individuals from their assignments in December of 2011.</u>	()	()	()	10. <u>Copies of NTFT Jobs posted showing date of posting</u>	()	()	()	11. <u>Copies of NTFT Jobs posted showing date removed</u>	()	()	()	12. <u>Copies of all job bids for NTFT Posting</u>	()	()	()	13. <u>Copy of Ginger Gilreaths, Mark Gilreath and Howard Rankins original jobs that they held.</u>	()	()	()	14. _____	()	()	()
	Information Provided?	Yes	No																																																												
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14. _____	()	()	()																																																												

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 10**

UNITED STATES POSTAL SERVICE

and

Cases 10-CA-077588(P)
10-CA-077593(P)
10-CA-077638(P)
10-CA-077640(P)
10-CA-077645(P)
10-CA-077650(P)
10-CA-077655(P)
10-CA-078075(P)

AMERICAN POSTAL WORKERS UNION,
AFL-CIO, NORTH ALABAMA AREA LOCAL 359

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, and to avoid unnecessary costs or delay, IT IS ORDERED THAT the charges in Cases 10-CA-077588(P), 10-CA-077593(P), 10-CA-077638(P), 10-CA-077640(P), 10-CA-077645(P), 10-CA-077650(P), 10-CA-077655(P), and 10-CA-078075(P), filed by the American Postal Workers Union, AFL-CIO, North Alabama Area Local 359, (Union), against the United States Postal Service (Respondent) are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), the Postal Reorganization Act, 39 U.S.C. § 101 et seq. (the PRA), and Section 102.15 of

Exhibit B

the Board's Rules and Regulations, and alleges Respondent has violated the Act by engaging in the following unfair labor practices:

1. The charges in the above cases were filed by the Union as set forth in the following table, upon the Respondent on the dates indicated:

<i>Case No.</i>	<i>Date Filed</i>	<i>Date Served</i>
10-CA-077588(P)	3/28/2012	3/28/2012
10-CA-077593(P)	3/28/2012	3/28/2012
10-CA-077638(P)	3/28/2012	3/29/2012
10-CA-077640(P)	3/28/2012	3/29/2012
10-CA-077645(P)	3/28/2012	3/29/2012
10-CA-077650(P)	3/28/2012	3/29/2012
10-CA-077655(P)	3/28/2012	3/29/2012
10-CA-078075(P)	4/4/2012	4/4/2012

2. Respondent provides postal services for the United States and operates various facilities for the United States in performing that function, including its facility located at 400 Well Street NE, Decatur, Alabama, 35601-1951.

3. The Board has jurisdiction over Respondent and this matter by virtue of Section 1209 of the PRA.

4. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(a) Jane Harper - Postmaster

(b) Brandlee Shadden - Customer Service Supervisor

6. The following employees of Respondent, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All maintenance employees, motor vehicle employees, postal clerks, mail equipment shops employees, material distribution centers employees, operating services and facilities services employees, excluding managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined by Public Law 91-375, 1201(2), all postal inspection service employees, employees in the supplemental work force as defined in Article 7, rural letter carriers, mail handlers or letter carriers.

7. Since on or before November 21, 1990, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the Unit employed by Respondent, and during that time the Union has been recognized as such representative by Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from November 21, 2010, through May 20, 2015.

8. At all times since before on or before November 21, 1990, by virtue of Section 9(a) of the Act, the Union has been and is the exclusive representative of the employees in the Unit described above in paragraph 6, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

9. (a) Since on or about September 29, 2011, the Union has requested, in writing, that Respondent furnish the Union with the following information: copies of all vacant and currently filled clerk jobs and copies of all investigative interviews concerning clerk jobs for the previous six-month period.

(b) Since on or about December 5, 2011, the Union has requested, in writing, that Respondent furnish the Union with the following information: PSE clock rings for the period November 4 through December 5, 2011; copies of FTR clerk positions filled and vacant; and copies of investigative interviews concerning clerk jobs for the previous six-month period.

(c) Since on or about January 3, 2012, the Union has requested, in writing, that Respondent furnish the Union with the following information: documents identifying Respondent's reasons for placing Ray Holland on restrictive sick leave, a list of all employees placed on restrictive sick leave for the previous 90-day period, and those employees who were on sick leave for three days for the previous 90-day period.

(d) Since on or about January 13, 2012, the Union has requested, in writing, that Respondent furnish the Union with a copy of Form 1723 showing Pat Shadden in a higher level 204B position since Shadden

commenced working in Respondent's Decatur, Alabama, facility, including a copy of Pat Shadden's time card and clock rings for the previous 14-day period.

(e) Since on or about March 4, 2012, the Union has requested, in writing, that Respondent furnish the Union with the following information: copies of documents showing the original jobs held by Ginger M. Gilreath, Mark E. Gilreath, and Howard L. Rankin; copies of documents regarding the removal of Ginger M. Gilreath, Mark E. Gilreath, and Howard L. Rankin from their assignments in December 2011; copies of documents showing NTFT jobs posted, including the dates posted; and copies of all documents showing all job bids for NTFT postings.

(f) Since on or about March 4, 2012, the Union has requested, in writing, that Respondent furnish the Union with the following information: original fiscal year 2009 job postings with the identification numbers 95404809, 95298506, and 95160386, and original fiscal year 2007 job postings with the identification number 95096761; copies of all clerk jobs listed and posted for bidding, including the dates posted and the dates the postings were removed from the employee board; documents showing any unsuccessful bidders; documents showing when jobs were first posted; documents showing the names of employees who held the jobs and when the employees vacated the jobs; and copies of documents showing the dates NTFT jobs were removed from posting.

10. The information requested by the Union, as described above in paragraph 9(a) through 9(f) is necessary for, and relevant to, the Union's

performance of its duties as the exclusive collective-bargaining representative of the Unit.

11. On April 4, 2012, Respondent furnished the Union with the information requested by it as described above in paragraph 9(a) through 9(d).

12. (a) From on or about September 29, 2011, until about April 4, 2012, Respondent unreasonably delayed furnishing the Union with the information described above in paragraph 9(a).

(b) Since on or about December 5, 2011, until April 4, 2012, Respondent unreasonably delayed furnishing the Union with the information described above in paragraph 9(b).

(c) Since on or about January 3, 2012, until April 4, 2012, Respondent unreasonably delayed furnishing the Union with the information described above in paragraph 9(c).

(d) Since on or about January 13, 2012, until April 4, 2012, Respondent unreasonably delayed furnishing the Union with the information described above in paragraph 9(d).

13. On April 13, 2012, Respondent furnished the Union with the information requested by it as described above in paragraph 9(e).

14. Since on or about March 4, 2012, until April 13, 2012, Respondent unreasonably delayed furnishing the Union with the information described above in paragraph 9(e).

15. Since on or about March 4, 2012, Respondent has failed and refused to furnish the Union with the information described above in 9(f).

16. By the conduct described above in paragraphs 12 (a) through 12(d), 14, and 15, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1), and (5) of the Act, and within the meaning of the PRA.

WHEREFORE, In view of the extensive history of repeated unfair labor practice violations found by the Board and courts to have been engaged in by this Respondent, as well as the similarity of the prior violations to the unfair labor practices alleged above in paragraphs 9, 12, 13, and 14, the General Counsel seeks an Order requiring Respondent to: (1) post in all its plants located in the State of Alabama any Notice to Employees that may issue in this proceeding; (2) electronically post the Notice to Employees for employees at all its plants in the State of Alabama if Respondent customarily uses electronic means such as an electronic bulletin board, e-mail, website, or intranet to communicate with those employees; and (3) send a copy of any Board Order and Notice to Employees to all its supervisors at its plants in the State of Alabama. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to this consolidated complaint. The answer must be **received by this office on or before June 14,**

2012, or postmarked on or before June 13, 2012. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's

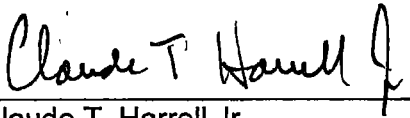
Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on July 26, 2012, at 10:00 AM (CT) and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board at the Birmingham Resident Office, 1130-22nd Street South, Ridge Park Place, Suite 3400, Birmingham, Alabama 35205. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint and compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Atlanta, Georgia, this 31st day of May, 2012.





Claude T. Harrell Jr.
Regional Director
National Labor Relations Board
233 Peachtree Street, N.E.
Harris Tower, Suite 1000
Atlanta, Georgia 30303

JD(ATL)-19-12
Decatur, AL

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
ATLANTA BRANCH OFFICE

UNITED STATES POSTAL SERVICE

and

AMERICAN POSTAL WORKERS UNION,
AFL-CIO, NORTH ALABAMA AREA
LOCAL 359

CASES	
10-CA-77588	
10-CA-77593	
10-CA-77638	
10-CA-77640	
10-CA-77645	
10-CA-77650	
10-CA-77655	
10-CA-78075	

Gregory Powell, Esq.,
for the General Counsel.
Steven Coney, Esq. of Dallas, Texas,
for the Respondent.
Mr. Raymond Allen,
for the Charging Party.

BENCH DECISION AND CERTIFICATION

Statement of the Case

KELTNER W. LOCKE, Administrative Law Judge. I heard this case on July 26, 2012, in Birmingham, Alabama. After the parties rested, I heard oral argument, and on July 27, 2012, issued a bench decision pursuant to Section 102.35(a)(10) of the Board's Rules and Regulations, setting forth findings of fact and conclusions of law. In accordance with Section 102.45 of the Rules and Regulations, I certify the accuracy of, and attach hereto as "Appendix A," the portion of the transcript containing this decision.¹

¹ The bench decision appears in uncorrected form at pp. 157 through 167 of the transcript. The final version, after correction of oral and transcriptional errors, is attached as Appendix A to this certification.

Exhibit C

Relevance of Requested Information

The consolidated complaint alleges that the Union, American Postal Workers Union, AFL-CIO, North Alabama Area Local 359, requested certain documents and that these documents were relevant to the Union's performance of its function as exclusive bargaining representative and necessary for that purpose.

Shop Steward Raymond Allen testified regarding the relationship of the information requests to grievances which the Union had filed on behalf of its members. Based on my observations, I conclude that Allen was a reliable witness. Moreover, in most respects his testimony was uncontradicted. Therefore, I credit it.

The information requested concerned bargaining unit employees and therefore is presumptively relevant. *Certco Food Distribution Centers*, 346 NLRB 1214, 1215 (2006). Moreover, based on the testimony of Shop Steward Allen, I find that Respondent did not contest the relevance of the requested information when it responded to the information requests. Accordingly, I conclude that the requested information was relevant to and necessary for the performance of the Union's functions as the employees' representative.

Complaint Paragraph 9(f)

Complaint paragraphs 9(a)–(e) describe the information the Union requested which Respondent ultimately provided, albeit after a delay. The complaint alleges, and I have found, that the delay was unreasonable and in violation of Section 8(a)(5) and (1) of the Act.

Complaint paragraph 9(f) describes information which the Union requested but which Respondent never provided. The complaint alleges this failure to provide the information to be a violation of Section 8(a)(5) and (1).

The record clearly establishes that Respondent did not provide the documents described in Complaint paragraph 9(f), but the bench decision did not resolve whether Respondent thereby violated the Act. Rather, I deferred that issue so that I could review the transcript. Having done so, I make the following findings and conclusions.

Complaint paragraph 9(f) specifically alleges that,

Since on or about March 4, 2012, the Union has requested, in writing, that Respondent furnish the Union with the following information: original fiscal year 2009 job postings with the identification numbers 95404809, 95298506, and 95160386, and original fiscal year 2007 job postings with the identification number 95096761; copies of all clerk jobs listed and posted for bidding, including the dates posted and the dates the postings were removed from the employee board; documents showing any unsuccessful bidders; documents showing when jobs were first posted; documents showing the names of employees who held the jobs and when the employees vacated the jobs; and copies of documents showing the dates NTFT jobs were removed from posting.

Respondent admits the Union made this request, as alleged, and I so find. Further, for reasons discussed above, I conclude that this information about positions within the bargaining unit is presumptively relevant. Additionally, I find that Respondent never furnished these documents to the Union.

5 The postmaster of the Decatur, Alabama facility, Jane P. Harper, testified at the hearing. Based on my observations of her demeanor as a witness, I conclude that her testimony has a high degree of reliability, and I credit it.

10 Harper began as postmaster at the Decatur facility in November 2010. However, in May 2011, she accepted a temporary assignment which took her away from the facility. She remained on this "detail" until February 27, 2012, when she returned and resumed her management duties.

15 After her return, Harper learned from the Respondent's law department that the Union had filed unfair labor practice charges alleging a refusal to provide requested information. She also learned that the supervisor, who temporarily had been in charge of the post office during her absence, had failed to follow outstanding instructions concerning the handling of information requests, and had failed to provide the information.

20 Promptly, Harper located most of the information and furnished it to the Union. However, she could not find the documents listed in complaint paragraph 9(f), quoted above. On April 13, 2012, she told the Union's shop steward, Raymond Allen, that she could not find the documents. Based on Harper's testimony, which I credit, I find that Allen replied by saying
25 that he understood.

For several reasons, I conclude that Harper made a thorough search for the records, that they could not be found, and that she reasonably concluded that even if some of the documents still existed further searching would be unlikely to locate them. First, I note that the
30 documents, which the Union had requested on March 12, 2012, were from the 2009 fiscal year.

Second, the record does not establish that Respondent had any obligation, contractual or otherwise, to retain such documents for several years, or that Respondent had an established practice of doing so. Shop Steward Allen's testimony on this point is somewhat difficult to
35 follow and inconclusive.

For example, at one point, Allen testified, "Some supervisors put out a thing as to when the jobs were awarded, and also they put out when the jobs were removed. I don't know if they would keep that on hand or not. Successful bidders, again, should be kept on hand for at least
40 six months." However, more than 6 months had elapsed before the Union requested the information.

Allen also testified, "Paperwork showing when a job is first posted. Again, that was probably part of the job itself. I don't know if they keep anything separate on that, but I needed
45 to request that to make sure." This testimony certainly falls short of establishing that Respondent had retained the requested documents.

Third, Harper impressed me as being diligent in her job duties. Indeed, she has instituted disciplinary proceedings against the supervisor who, in her absence, failed to follow Respondent's procedures for handling information requests. It would be out of character for her not to make a thorough search. For these reasons, I conclude that the documents in question either did not exist or could not be located even with diligent efforts.

In these circumstances, I conclude that Respondent's failure to furnish the Union with the requested information did not violate the Act. It could not furnish what it did not possess and had no way of obtaining. *Kathleen's Bakeshop, LLC*, 337 NLRB 1081, 1082 (2002); *CalMat Co.*, 331 NLRB 1084 (2000).

Therefore, I recommend that the Board dismiss the allegation that Respondent violated the Act by failing to furnish the Union with the requested information described in complaint paragraph 9(f).

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act, including posting the notice to employees attached hereto as appendix B.

During the past three decades, Respondent has committed similar violations of the Act at many different locations. For example, in the following cases, the Board found that Respondent violated Section 8(a)(5) and (1) of the Act by failing to provide to a union which represented its employees with relevant information the union requested and needed to perform its representation function, or unreasonably delayed in furnishing that information: *Postal Service*, 276 NLRB 1282 (1985); *Postal Service*, 280 NLRB 685 (1986); *Postal Service*, 289 NLRB 942 (1988); *Postal Service*, 301 NLRB 709 (1991); *Postal Service*, 303 NLRB 463 (1991); *Postal Service*, 303 NLRB 502 (1991); *Postal Service*, 305 NLRB 997 (1991); *Postal Service*, 307 NLRB 429 (1992); *Postal Service*, 307 NLRB 1105 (1992); *Postal Service*, 308 NLRB 358 (1992); *Postal Service*, 308 NLRB 547 (1992); *Postal Service*, 308 NLRB 1305 (1992); *Postal Service*, 309 NLRB 309 (1992); *Postal Service*, 310 NLRB 391 (1993); *Postal Service*, 310 NLRB 530 (1993); *Postal Service*, 310 NLRB 701 (1993); *Postal Service*, 321 NLRB 1199 (1996); *Postal Service*, 332 NLRB 635 (2000); *Postal Service*, 337 NLRB 820 (2002); *Postal Service*, 339 NLRB 1162 (2003); *Postal Service*, 341 NLRB 655 (2004); *Postal Service*, 341 NLRB 684 (2004); *Postal Service*, 345 NLRB 409 (2005) [Board issued broad cease-and-desist order]; *Postal Service*, 352 NLRB 923 (2008); and *Postal Service*, 354 NLRB 412(2009). See also *Postal Service*, JD(SF)-36-04 (May 11, 2004); *Postal Service*, JD(SF)-56-04 (July 19, 2004); *Postal Service*, JD(ATL)-18-06 (April 26, 2006); *Postal Service*, JD(NY)-41-11 (October 25, 2011) [no exceptions taken, adopted by Board December 6, 2011]; *Postal Service*, JD(NY)-21-07 (April 18, 2007); and *Postal Service*, JD-34-12 (June 28, 2012).

Additionally, Federal courts have issued a number of orders requiring Respondent to furnish requesting unions with relevant and necessary information. See, e.g., *NLRB v. Postal*

Service, 888 F.2d 1568 (11th Cir. 1989), enfg. 289 NLRB 942 (1988); *NLRB v. Postal Service*, 841 F.2d 141 (6th Cir. 1988), enfg. 280 NLRB 685 (1986); *NLRB v. Postal Service*, 980 F.2d 724 (3rd Cir. 1992), enfg. 301 NLRB 709 (1991); and *NLRB v. Postal Service*, 17 F.3d 1434 (4th Cir. 1994).

5

The cases cited above do not represent all the instances in which the Respondent has failed to furnish a union with relevant necessary information requested by the union to perform its function as exclusive bargaining representative. In a number of such cases, particularly more recent cases, the Respondent has entered into formal settlement stipulations to remedy these violations. See *Postal Service*, Case 7-CA-52751; *Postal Service*, Cases 15-CA-18859, et al. (approved by Board on May 7, 2010); *Postal Service*, Case 5-CA-36088 (approved by Board on April 5, 2011); *Postal Service*, Cases 5-CA-36228, et al. (approved by Board on August 26, 2011); *Postal Service*, Case 5-CA-36390 (approved by Board on September 15, 2011); *Postal Service*, Cases 15-CA-19932, et al. (approved by Board October 17, 2011); *Postal Service*, Cases 7-CA-076394, et al.; *Postal Service*, Cases 14-CA-30049, et al. (approved by Board on November 29, 2011); *Postal Service*, Cases 15-CA-19535(P), et al., and *Postal Service*, Case 10-CA-38097(P) (approved by Board on June 29, 2012).

Even more significant than the sheer number of violations is the fact that they continue to occur. Considering the numerous Board cease-and-desist orders, by now Respondent should have ceased and desisted.

Other measures also have failed to cure the recidivism. Over the years, Respondent's management has taken steps to prevent further violations. For example, in July 1997, Respondent entered into a Memorandum of Understanding with the American Postal Workers Union to handle information request issues through an alternative dispute resolution procedure. Under this procedure, an unfair labor practice charge would be filed only if the alternative dispute resolution procedure failed. The Board's General Counsel established a special procedure for handling such charges. See Division of Operations-Management Memorandum OM 97-52.

However, the General Counsel ceased participating in this process effective January 1, 2001, because "the potential of the ADR [alternative dispute resolution] was no longer being realized." See Division of Operations-Management Memorandum OM 01-82.

35

Respondent's management took other steps to improve compliance with the law and informed the Board's General Counsel of those actions. In a January 13, 2003 memorandum, the Associate General Counsel, Division of Operations-Management, stated in part:

The USPS has made a commitment to enhance its training program for managers and supervisors with respect to the duty to expeditiously supply information that is relevant and necessary for collective bargaining, and to underscore that unprivileged refusals to supply information will not be tolerated.

Division of Operations-Management Memorandum OM 03-18.

The present record includes a memorandum dated February 10, 2006, from the manager of Respondent's Alabama District concerning "Timely and Complete Responses to Union Information Requests." It stated as follows:

5 The Alabama District has previously distributed to all District Management, the protocols for handling Union information requests. The Area Vice President requires these protocols to be implemented in every facility and installation. These protocols instruct that no information request is to be denied by line Management without prior approval from Labor Relations. When a request
10 cannot be answered within roughly three business days, the responsible Manager Is to Inform the Union, In writing, in that same time frame for completion. Every Installation is to maintain comprehensive logs to ensure written proof that Information requests have been answered.

15 Note in the Vice-President's memorandum, that delays of even a few weeks in supplying information could constitute violations of both the National Agreements and the National Labor Relations Act just as much as complete failure to supply requested information. Every effort must be immediately taken to obtain the needed Information from those who have it and follow up on their
20 progress to secure and supply it to the union. The instructions state that even though the Union might fall to pay legitimate charges for the Information, no line Manager on that basis, may withhold the timely production of the requested information unless they have prior approval from Labor.

25 Though these protocol have been previously issued, we are experiencing far too many instances in which these instructions were' not followed. As a result, the Vice-President is concerned that the National Labor Relations Board (NLRB) could be moved to take more stringent enforcement measures within the Area.

30 I am, once again, issuing the attached Memorandum to ensure full compliance with the protocols. Every Manager and Supervisor, including 204Bs and new Supervisors, must assure they are in compliance and understand these Information Request Protocols. Therefore, each facility or installation head and Tour MDO, must personally go over these protocols with all EAS employees that report to
35 them. The Labor Relations staff is available to assist you. The key is to contact them as soon as guidance is needed. If you need a Labor Relations Specialists to visit your office/facility/unit or attend a meeting to clarify the instructions, please contact AL Ward, Manager, Labor Relations at 205-521-0284 or Elizabeth White, Manager, Human Resources at 205-521-0205.

40 Compliance is not optional. The Southeast Area and the Alabama District are under intense scrutiny by the NLRB because of previous failures by Management to be adequately responsive. Using a PS Form 1627 or your own tracking form, each Manager must submit a copy with EAS employees' signature indicating they
45 have been made aware of the Information Request Protocols to their immediate Manager.

Although this memorandum included phrases such as “compliance is not optional” and “every effort must be immediately taken to obtain the needed information,” the memorandum did not have the intended effect of preventing further breeches of the duty to provide requested relevant, necessary information to a requesting union without undue delay. Indeed, Respondent later entered into a formal settlement stipulation in Case 10-CA-38097(P) to remedy an undue delay in providing information requested at its Jacksonville, Alabama facility.

On a nationwide basis, Respondent and the Union have negotiated contractual provisions to address the problem and agreed upon procedures to follow in handling union information requests. Thus, Respondent and the Union not only are parties to a collective-bargaining agreement but also maintain a Joint Contract Interpretation Manual (JCIM) which offers guidance on how the collective-bargaining agreement should be understood and applied and explicitly recognizes the Union’s right to receive relevant information necessary to perform its representation function:

Article 31.3 [of the collective-bargaining agreement] provides that the Postal Service will make available to the union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of the agreement, including information necessary to determine whether to file or to continue the processing of a grievance. It also recognizes the union’s legal right to employer information under the National Labor Relations Act.

To obtain employer information the union need only give a reasonable description of what it needs and make a reasonable claim that the information is needed to enforce or administer the contract.

Thus, at many times and in many ways, the Respondent has acknowledged the Union’s right to receive relevant, necessary information. Repeatedly, Respondent has affirmed its duty to furnish such information and professed an intent to comply with the law’s requirements. Despite all these efforts, the violations keep occurring. Something is seriously wrong.

Each of the cases cited above represents a significant expense paid for by tax dollars. Respondent is a Federal agency. When its repeated misconduct continues to cost the taxpayers, it constitutes government waste, indeed, waste which can be and must be prevented.

The Board’s usual remedies were designed for private-sector employers. As the cases cited above document, Respondent has behaved in a manner which would be quite unusual for any private-sector company. It is difficult to imagine a corporate board of directors allowing management to commit the same violation of law repeatedly for almost 3 decades, each time incurring legal expenses which reduced the Company’s profitability.

The Respondent’s institutional psychology must be considered abnormal when compared to other organizations within the Board’s jurisdiction. Certainly, the Board’s standard remedies have gained little traction over its behavior. Respondent floats along like a

ship with ripped and tattered sails, oblivious to the wind, and still more huffing and puffing seems unlikely to change its course.

Because Respondent's continued unfair labor practices constitute preventable government waste, and because it is a government agency subject to the Inspector General Act of 1978, I recommend that the Board order Respondent to request an investigation by the Postal Service's Independent Office of Inspector General. The Inspector General Act of 1978, as amended, empowers inspectors general "(1) to conduct and supervise audits and investigations relating to the programs and operations of the establishments listed in section 12; (2) to provide leadership and coordination and recommend policies for activities designed (A) to promote economy, efficiency, and effectiveness in the administration of, and (B) to prevent and detect fraud and abuse in, such programs and operations." 5 U.S.C. Appx § 2.

Respondent's efforts to train its managers and supervisors to avoid committing unfair labor practices and its pronouncements that such violations will not be tolerated have not been successful. The Inspector General, thoroughly familiar with Respondent's operations and charged with statutory responsibility for promoting "economy, efficiency, and effectiveness," may be uniquely situated to determine why Respondent's efforts have not stanching the 8(a)(5) violations. Even if the Postal Service's status as a government agency has affected its sensitivity to the customary remedies the Board applies to private sector employers, it may be responsive to the inquiries and recommendations of its own Inspector General.

It is not clear that the Board would have authority to order the Postal Service's Independent Office of Inspector General to undertake an investigation, but the Board certainly does have the power to direct Respondent to request such an investigation. I further recommend that the Board order Respondent to furnish to the Board, and to the Charging Party herein, copies of any report issued by the Inspector General as a result of such an investigation.

Additionally, I recommend that the Board order that Respondent's chief executive officer, the Postmaster General, read the notice to employees aloud to the employees at the one facility involved in this proceeding. The Postmaster General could do so by telephone rather than in person.

The Board clearly has the discretion to fashion a nonpunitive remedy that will be effective. Here, I recognize, I am recommending that the Board exercise this discretion in a way which departs from precedent, so it is particularly important to state clearly why I believe such a departure is warranted.

In *Postal Service*, 339 NLRB 1162 (2003), the Board found that this same Respondent violated the Section 8(a)(5) and (1) by failing and refusing to provide relevant information requested by a union to perform its representation function. The Board found that a clear pattern of violations warranted an order requiring the Respondent to post notices at all of its facilities in its Houston district.

In this same case, the Board further found that Respondent had a proclivity to commit violations of this sort which justified the imposition of a broad remedial order. However, the Board denied the General Counsel’s request for an order requiring a management official to read the notice aloud to employees:

5

We decline to require that the Respondent read the Board’s notice based on the exercise of our discretion. Generally this remedy has been imposed where the violations are so numerous and serious that the reading aloud of a notice is considered necessary to enable employees to exercise their Section 7 rights in an atmosphere free of coercion, or where the violations in a case are egregious. See *Ishikawa Gasket America, Inc.*, 337 NLRB 175 (2001).

10

Such circumstances are not present here. While the Respondent’s violations were numerous, they were limited to sporadic refusals to provide requested information. Accordingly, these violations cannot be characterized as egregious. Our remedy of having the notice posted at all facilities within the Houston district is, at this time, adequate to reassure employees of their ability to exercise their Section 7 rights.

15

20 339 NLRB at 1163.

My remedy here appears to be inconsistent with the Board’s reasoning, quoted above. If a “read aloud” order is never appropriate except to remedy violations so bad they are “egregious,” then such an order certainly would not be appropriate here. The unfair labor practices alleged and proven here do not rise (or sink) to the level of “egregious.”

25

Typically, egregious unfair labor practices make employees so afraid that simply posting a notice is not enough to dispel the fear. It is such persistent fear which makes it necessary for employees to hear a management official read the notice, with its solemn “we will not” promises not to violate the Act. Only then will the employees feel free to exercise their Section 7 rights. The Board has observed that requiring a manager to read the notice out loud is an “effective but moderate way to let in a warming wind of information and, more important, reassurance.” See *Postal Service*, 339 NLRB 1162, 1163 at fn. 4, quoting *Service Industries*, 319 NLRB 231, 232 (1995), *enfd.* 107 F.3d 923 (D.C. Cir. 1997) and *J. P. Stevens & Co. v. NLRB*, 417 F.2d 533, 540 (5th Cir. 1969).

30

35

As noted above, that typical reason for a “read aloud” order is not present here. The record does not indicate that Respondent’s unfair labor practices at the Decatur, Alabama facility resulted in fear too strong to be overcome by posting a written notice. The individual violations were not “egregious” in that sense.

40

The everyday meaning of the word “egregious”—outrageously bad— might aptly describe Respondent’s long history of violating Section 8(a)(5) by refusing to provide or unduly delaying in providing requested relevant information. However, when “egregious” is used as a term of art in labor law, the violations found in this case do not meet that standard.

45

It is true that, 9 years ago, in the case discussed above, the Board did not consider the Respondent's proclivity to violate the Act a sufficient reason to order that a management official read the notice to employees. The fact that Respondent continues to violate the Act in exactly the same manner today changes the situation.

Moreover, a possible alternative— a broad cease and desist order—might have little effect. Although the Board has issued broad cease-and-desist orders against this Respondent, including in the 2003 case quoted above, Respondent persists in violating Section 8(a)(5).

For example, the Board imposed a broad order on this Respondent *Postal Service*, 339 NLRB 1162 (2003), because of violations in respondent's Houston, Texas district. Two years later, on August 27, 2005, the Board imposed another broad cease-and-desist order because of violations at Respondent's Waco, Texas facility. See *Postal Service*, 345 NLRB 409 (2005), the case involving the Waco facility. Also on August 27, 2005, the Board found that this same Respondent had committed a number of violations at its Albuquerque, New Mexico facility, and imposed a separate broad order because of those unfair labor practices, which included a failure to provide the requesting union with certain relevant information. *Postal Service*, 345 NLRB 426 (2005).

Just as a settlement stipulation involving Respondent's Jacksonville, Alabama facility did not prevent a similar violation from popping up at Decatur, Alabama, a broad cease-and-desist order resulting from unfair labor practices at Houston did not prevent violations from popping up at Waco and Albuquerque. The Respondent should not be permitted to transform the Board's enforcement efforts into an expensive game of Whack-A-Mole.

Because past broad orders have not ended Respondent's recidivism, I do not believe it is realistic to assume that another such order will do so. Ordering the Respondent not to violate the Act in "any other manner" has not prevented Respondent from breaking the law again in the same old way. Therefore, I do not recommend that the Board impose a broad order in this case.

Just as a broad cease-and-desist order is an extraordinary remedy, so is requiring a senior management official to read the notice aloud to employees. However, in one way, the "read aloud" order is less onerous than a broad order. When a respondent is under a broad cease-and-desist order, which has been enforced by one of the Courts of Appeals, any kind of unfair labor practice, even one wholly unrelated to its previous conduct, could result in the respondent being held in contempt of court. Merely requiring a senior manager to read a notice aloud does not expose a respondent to such potential consequences.

Therefore, I believe an order to read the notice aloud would be a milder, but perhaps more effective remedy. It is true, as discussed above, that such a remedy typically is associated with the need to dispel employee fears and that here it would serve a different purpose, drawing top management's attention to the continuing recidivism problem. However, it is not a punitive measure and falls within the Board's wide discretion to fashion a remedy which is effective. Because no remedy so far has stopped the Respondent's recidivism, I recommend that it be tried.

Conclusions of Law

1. The Respondent, United States Postal Service, is subject to the Board's jurisdiction by virtue of Section 1209 of the Postal Reorganization Act.

2. The Charging Party, American Postal Workers Union, AFL-CIO, North Alabama Area Local 359, is a labor organization within the meaning of Section 2(5) of the Act.

3. At all material times, the Charging Party, by virtue of Section 9(a) of the Act, has been the designated exclusive collective-bargaining representative of a unit of Respondent's employees which is an appropriate unit for collective bargaining within the meaning of Section 9(b) of the Act, and has been recognized as such by Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from November 21, 2010, through May 20, 2015.

4. The Respondent violated Section 8(a)(5) and (1) of the Act by unreasonable delay in furnishing to the Charging Party information which the Charging Party requested which is relevant to, and necessary for, the performance of its function as exclusive bargaining representative of a unit of Respondent's employees.

5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

6. The Respondent did not engage in the unfair labor practices alleged in the consolidated complaint not specifically found herein.

On these findings of fact and conclusions of law and on the entire record in this case, I issue the following recommended²

ORDER

The Respondent, United States Postal Service, Decatur, Alabama, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Delaying unreasonably in furnishing information requested by the Union which is the exclusive representative of its employees in a unit appropriate for collective bargaining, which information is relevant to and necessary for the Union to perform its representative function.

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form, join, or assist any labor

² If no exceptions are filed as provided by Section 102.46 of the Board's Rules and Regulations, these findings, conclusions, and recommended Order shall, as provided in Section 102.48 of the Rules, be adopted by the Board, and all objections to them shall be deemed waived for all purposes.

organization, to bargain collectively through representatives of their own choosing, or to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Within 14 days after service by the Region, post at its facilities in Decatur, Alabama, copies of the attached notice marked "Appendix B."³ Copies of the notice, on forms provided by the Regional Director for Region 10, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. *J. Picini Flooring*, 356 NLRB No. 9 (2010).

(b) The attached notice, marked "Appendix B," also shall be read aloud by Respondent's chief executive officer, either in person or by telephone, to bargaining unit employees at Respondent's Decatur, Alabama facility.

(c) Respondent's management shall request that the Independent Office of Inspector General (1) conduct an inquiry into the reasons why Respondent continues to violate the Act by unreasonable delay in providing, or by failing to provide, relevant necessary information requested by a union representing its employees and (2) based on that inquiry, make recommendations regarding steps to be taken to prevent such violations in the future. Respondent shall furnish to the Regional Director for Region 10 of the Board a copy of any such report together with a statement of the steps Respondent intends to take to prevent a recurrence of these violations.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Regional Director attesting to the steps that the Respondent has taken to comply.

Dated Washington, D.C. August 29, 2012

Keltner W. Locke
Administrative Law Judge

3 If this Order is enforced by a judgment of the United States Court of Appeals, the words in the notice reading “**POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD**” shall read “**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD.**”

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5 personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined by Public Law 91-375, 1201(2), all postal inspection service employees, employees in the supplemental work force as defined in Article 7, rural letter carriers, mail handlers or letter carriers.

10 Based on Respondent's admissions, I conclude that at all times since before on or before November 21, 1990, by virtue of Section 9(a) of the Act, the Union has been and is the exclusive representative of the employees in the Unit described above in paragraph 6, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

15 Based on Respondent's admissions, I find that from September 29, 2011 to April 4, 2012, the Union requested, in writing, that Respondent furnish the Union with the following information: copies of all vacant and currently filled clerk jobs and copies of all investigative interviews concerning clerk jobs for the previous six-month period and that Respondent
20 provided this information on April 4, 2012.

Further, I find that beginning on or about December 5, 2011, the Union requested, in writing, that Respondent furnish the Union with the following information: PSE clock rings for the period November 4 through December 5, 2011; copies of FTR clerk positions filled and
25 vacant; and copies of investigative interviews concerning clerk jobs for the previous six-month period. Respondent furnished this information to the Union on April 4, 2012.

Additionally, I find that beginning on or about January 3, 2012, the Union requested, in writing, that Respondent furnish the Union with the following information: documents
30 identifying Respondent's reasons for placing Ray Holland on restrictive sick leave, a list of all employees placed on restrictive sick leave for the previous 90-day period, and those employees who were on sick leave for three days for the previous 90-day period. Respondent furnished the Union with this information on April 4, 2012.

35 Beginning on or about January 13, 2012, the Union requested, in writing, that Respondent furnish the Union with a copy of Form 1723 showing Pat Shadden in a higher level 204B position since Shadden commenced working in Respondent's Decatur, Alabama, facility, including a copy of Shadden's time card and clock rings for the previous 14-day period. Respondent furnished this information on April 4, 2012.

40 Respondent further admits, and I find, that beginning on or about March 4, 2012, the Union has requested, in writing, that Respondent furnish the Union with the following information: copies of documents showing the original jobs held by Ginger M. Gilreath, Mark E. Gilreath, and Howard L. Rankin; copies of documents regarding the removal of Ginger M.
45 Gilreath, Mark E. Gilreath, and Howard L. Rankin from their assignments in December 2011; copies of documents showing NTFT jobs posted, including the dates posted; and copies of all

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documents showing all job bids for NTFT postings. Respondent furnished this information to the Union on April 13, 2012.

5

Additionally, Respondent admits the allegations raised in Complaint paragraph 9(f). Based on that admission, I find that since on or about March 4, 2012, the Union has requested, in writing, that Respondent furnish the Union with the following information: original fiscal year 2009 job postings with the identification numbers 95404809, 95298506, and 95160386, 10 and original fiscal year 2007 job postings with the identification number 95096761; copies of all clerk jobs listed and posted for bidding, including the dates posted and the dates the postings were removed from the employee board; documents showing any unsuccessful bidders; documents showing when jobs were first posted; documents showing the names of employees who held the jobs and when the employees vacated the jobs; and copies of documents showing 15 the dates NTFT jobs were removed from posting.

Disputed Allegations

The General Counsel alleges, but Respondent denies, that the requested information 20 was necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

Generally, information pertaining to employees within the bargaining unit is presumptively relevant. *CalMat Co.*, 331 NLRB 1084 (2000); *Caldwell Mfg. Co.*, 346 NLRB 25 1159 (2006). I conclude that the information requested pertained to employees within the bargaining unit, was presumptively relevant, and that no credible evidence rebuts the presumption that it is relevant.

The Complaint further alleges that Respondent unreasonably delayed in furnishing the 30 Union with all of the information described in the complaint except for that described in paragraph 9(f), which I quoted above, and that Respondent has failed and refused to furnish the information described in paragraph 9(f).

The reasonableness of a delay depends on the complexity and extent of the information 35 sought its availability and the difficulty in retrieving the information. *West Penn Power Co.*, 339 NLRB 585, 587 (2003).

With respect to the information which Respondent ultimately provided to the Union, the record does not establish that it was unavailable or so extensive and complex that such delay 40 was justified. Likewise, the record does not establish that any difficulty in retrieving the information justified the delay in furnishing it. Accordingly, I conclude that the delay in furnishing the information was unreasonable and constituted a breach of the Respondent's duty to bargain in good faith with the Union. Accordingly, the delay violated Section 8(a)(5) and (1) of the Act, as alleged.

45

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With respect to the information described in Complaint paragraph 9(f), Postmaster Harper testified that she looked for such information and could not find it. Respondent cannot
5 furnish information which does not exist. After a further review of the record, I will address, in the Certification of this Bench Decision, whether the failure to furnish information was consistent with Respondent's duty to bargain with the Union in good faith.

REMEDY

10 Respondent violated Section 8(a)(5) and (1) of the Act, must take certain action, including posting a notice to employees, to remedy the violations. The General Counsel seeks an order requiring Respondent to post a notice at each facility in Alabama, which Respondent vigorously opposes.

15 The General Counsel points to the Respondent's past record. Over the last 3 decades, the Board repeatedly has found that Respondent violated Section 8(a)(5) of the Act by failing to provide, or by unreasonable delay in providing, information requested by a union, when that information was relevant to and necessary for the union to perform its function as bargaining
20 representative. The list of cases is far too long to be cited in this bench decision, but it indicates a persistent problem that has not been remedied.

Respondent argues, in a brief it submitted before oral argument, that the record does not justify a statewide posting. Respondent argues that these cases actually are a very small
25 number when compared to the vast number of employees and the time period. Respondent further states, "The Postal Service's longstanding positive relationship with its unions makes any negative inference drawn from other case and/or settlement references improper."

Respondent assumes that it has a "positive relationship" with the Union but that term
30 does not appear in the statute and the existence of a "positive relationship" - whatever that might mean - was not litigated in this case. For our purposes, there can be only one test, and that is whether Respondent has fulfilled its duty to bargain in good faith, as required by Section 8(d) of the Act. The plethora of cases indicates that Respondent repeatedly has failed to take its duty to furnish information seriously.

35 Indeed, Respondent's argument that it has a positive relationship with the Union suggests that it misses the point. Even if Respondent's managers go fishing or play golf or engage in other amicable activities with Union officials, and even if Respondent fulfills some other parts of its bargaining obligation more successfully, such relationships do not bring it into
40 compliance with Section 8(d) of the Act.

Respondent's focus on some kind of "positive relationship" rather than on its obligations suggests that it has not taken those obligations seriously enough.

45 All the same, I do not conclude that a statewide posting, sought by the General Counsel, would remedy the problem here. The problem is not informing employees in other parts of the

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5 state that the Respondent will abide by its bargaining obligations, but rather getting Respondent
itself to take those obligations seriously, and that requires the hearts and minds at the top of the
pyramid.

10 Therefore, I recommend that the Board order the Respondent to post the notice at the
one location involved here, but I also recommend that the Board require the Respondent's chief
executive officer to read the notice to the employees, either in person at the facility, or by a
speakerphone call.

15 Additionally, I recommend that the Board order the postmaster general to request that
the Independent Office of Inspector General conduct an investigation to determine why the
Postal Service continues to have such systemic difficulties in complying with the simple
requirements imposed by Section 8(a)(5), specifically, the duty to furnish requested
information in a timely manner.

20 The Inspector General reports to the Postal Service's Board of Governors, so I do not
suggest an attempt to require the involvement of the inspector general. However, the Board
certainly can order the Postmaster General to request such an investigation, and if the Inspector
General does conduct an investigation and issue a report, it may shed light on why it has been
so difficult for this Respondent to comply with such a simple duty.

25 When the transcript of this proceeding has been prepared, I will issue a Certification
which attaches as an appendix the portion of the transcript reporting this bench decision. This
Certification also will include provisions relating to the Findings of Fact, Conclusions of Law,
Remedy, Order and Notice. When that Certification is served upon the parties, the time period
for filing an appeal will begin to run.

30 Throughout this proceeding, counsel have acted with the greatest professionalism and
civility, which I recognize and appreciate. The hearing is closed.

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER. (205) 933-3013.